

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR  
BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

*This Release Agreement Shall Apply to All Future Participation in the Activities*

Initial

Name	Last		First		Initial
	Address				
Address	Street				
	City	Prov/State	Country	Code	
Email Address				Telephone No.	

**TO:** STRATHCONA PARK LODGE LTD. and its directors, officers, employees, guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, affiliates, successors and assigns (collectively referred to as "SPL")

#### DEFINITION

In this Release Agreement, the term "**the Activities**" shall include activities, events or services provided, arranged, organized, conducted, sponsored or authorized by SPL and shall include, but is not limited to: whitewater, flat water and ocean canoeing and kayaking; stand up paddle boarding; high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; backpacking; mountaineering; backcountry camping, including use of camp stoves and campfires; cycling; sightseeing; nature study; snow shoeing; caving; yoga; swimming; sailing; motor boating; rental and use of equipment including bicycles, canoes, kayaks, stand-up paddleboards, motor boats, sailboats, personal flotation devices and other equipment; instructional courses, seminars and sessions; transportation; food & beverage; water supply; accommodation and other such activities, events and services in any way connected with or related to those activities.

#### ACKNOWLEDGEMENT - SAFETY

I acknowledge that I have been advised to wear appropriate and approved safety equipment while participating in the Activities. These include an approved climbing harness and helmet for climbing and high element activities; personal flotation device (PFD) for all water activities; an approved cycling helmet while cycling; and paddling helmet for whitewater and surf kayaking. I am aware that SPL employees, guides or instructors are available to answer any questions that I may have as to the proper use of the equipment.

#### ASSUMPTION OF RISKS

I am aware that the terrain used for the Activities is uncontrolled, unmarked, and not inspected and participation in the Activities involves many risks, dangers and hazards including, but not limited to: variable weather conditions, including storms, high wind, lightning; accidents which occur during transportation or travel to and from activity locations; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; difficulty or inability to control one's speed and direction; variation in steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; rock slides and rockfall; equipment failure; all water hazards including rocks, sweepers, strainers and currents; cold water immersion; hypothermia; drowning; miscellaneous health problems related to over-exposure to the sun, effects of high altitude, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; food poisoning; encounters with domestic animals including dogs, and wildlife, including bears and cougars; failure to act safely or within one's own ability or stay within designated areas; becoming lost or separated from the guide or party; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; failure to act negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF SPL.**

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY SPL TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

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Initial

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICPATING IN THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Communication with emergency services may be difficult and in the event of an accident or illness rescue, medical treatment and evacuation may not be available or may be delayed.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the SPL allowing me to participate in the Activities and permitting my use of their services, equipment and other facilities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against SPL and **TO RELEASE SPL** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 336.ON THE PART OF SPL.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF SPL TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY SPL from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by SPL with respect to the safety of participating the Activities, other than what is set forth in this Release Agreement.

**I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE ACTIVITIES.**

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST SPL.**

Date

Signature of Participant

Signature of Witness